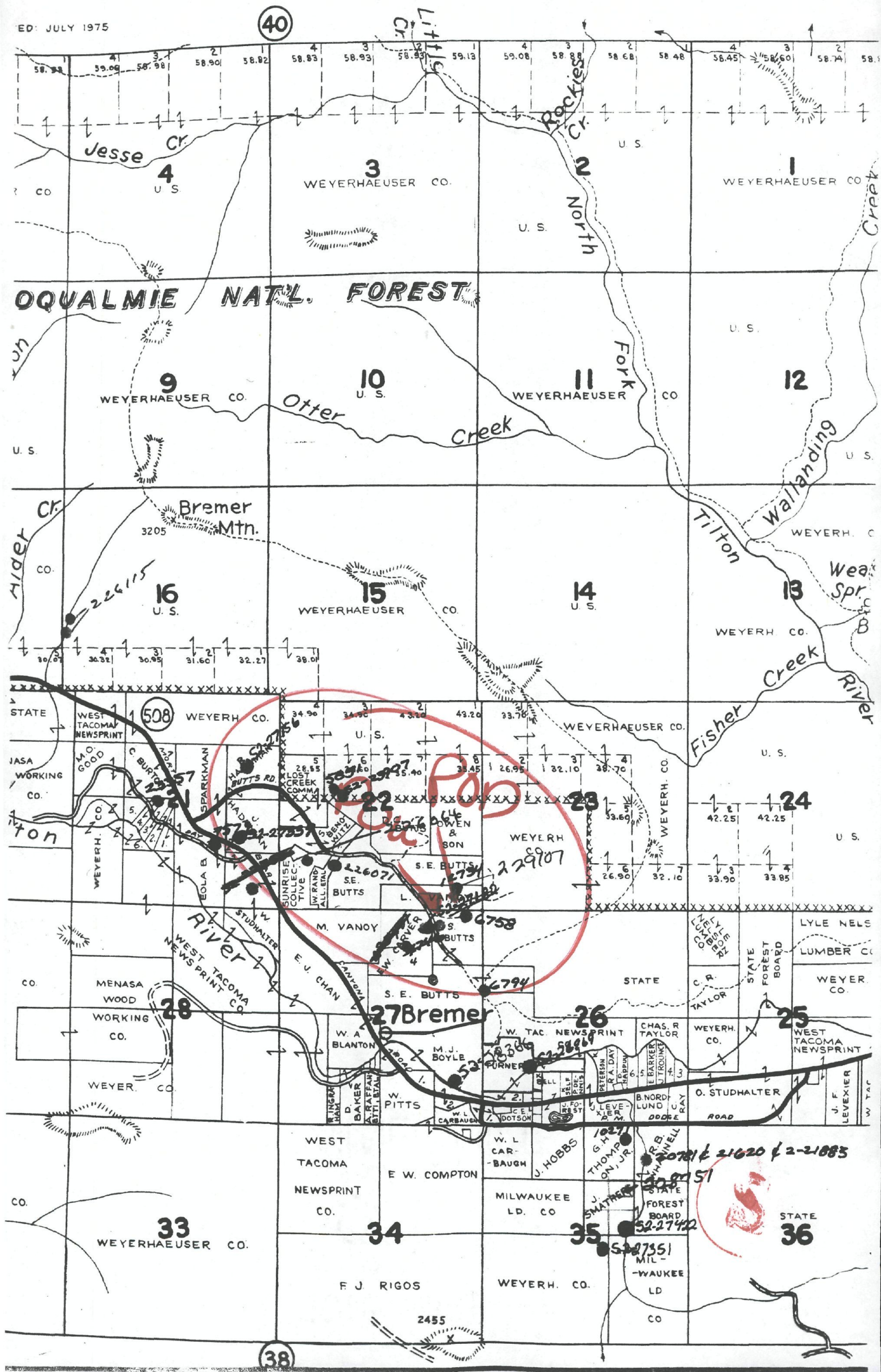


TOWNSHIP 13 N., RANGE 3 E. W. M.
LEWIS COUNTY, WASH.

ED: JULY 1975



CERTIFICATE RECORD No. 13, PAGE No. 6378STATE OF WASHINGTON, COUNTY OF Lewis

CERTIFICATE OF SURFACE WATER RIGHT

(In accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments thereto, and the rules and regulations of the State Supervisor of Water Resources thereunder.)

This is to certify that ED VON OY
 of Horton, State of Washington, has made
 proof to the satisfaction of the State Supervisor of Water Resources of Washington, of a right to the use
 of the waters of Unnamed spring, ~~with point or points of diversion within the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of~~
 with point or points of diversion within the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of
 Sec. 22, Twp. 13 N., R. 3 E., W. M., under and subject to provisions contained in
Appropriation Permit No. 9539 issued by the State Supervisor of Water Resources, and
 that said right to the use of said waters has been perfected in accordance with the laws of Washington,
 and is hereby confirmed by the State Supervisor of Water Resources of Washington and entered of
 record in Volume 13, at Page 6378, on the 12th day of December, 1955.
 that the priority date of the right hereby confirmed is January 21, 1954; that the
 amount of water under the right hereby confirmed, for the following purposes is limited to an amount
 actually beneficially used and shall not exceed

0.06 of a cubic foot per second for the purposesof domestic supply and the irrigation of 5 acres.

A description of the lands under such right to which the water right is appurtenant, and the
 place where such water is put to beneficial use, is as follows:

Beginning at the Northwest corner of the NE $\frac{1}{4}$ of Section 27, Township 13 N.,
 Range 3 E.W.M., running thence East to bed of canyon; thence in a South-
 westerly direction following the bed of canyon and creek therein to a
 point due South of point of beginning; thence North to point of beginning,
 being a piece of land triangular in shape containing 10 acres more or less
 and being all of the land lying North of canyon bed in the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of
 Section 27, Township 13 N., Range 3 E.W.M.

Also, the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 22, Township 13 N., Range 3 E.W.M.

9-27-94
 Jill,
 Our property does ~~NOT~~ fall
 within that area covered by this legal
 It borders it. Better Double Check though!
 Our property does fall within
 that area covered by the Spring Use
 Agreement legal (enclosed). ~~Barbara~~

The right to the use of the water aforesaid hereby confirmed is restr
 use herein described, except as provided in Sections 6 and 7, Chapter 122,

WITNESS the seal and signature of the State Supervisor of Water

12th day of December, 1955.

Stat

ENGINEERING DATA

OK RNR

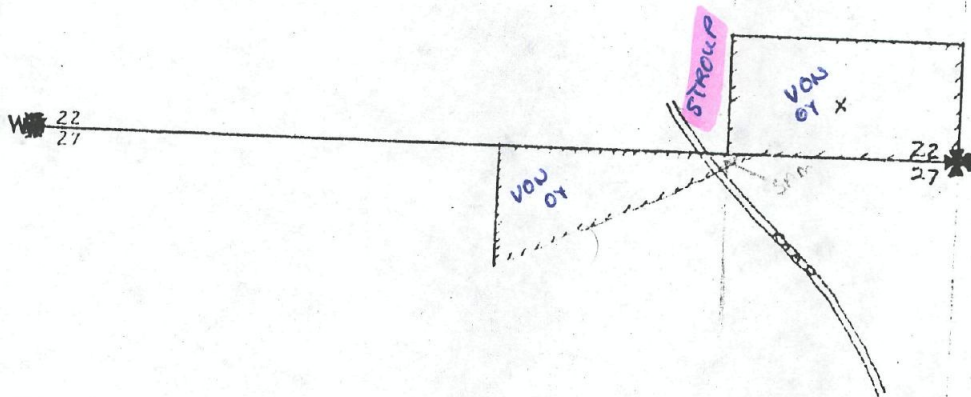
Barbara, this document
 does not specify
 single domestic supply
 after all. So, if your
 property is located
 within that area
 covered by this legal,
 it follows that you
 are "covered" by this
 right. Jill

S. F. No. 1851-A-1-53-20M. 33486.

SECTION PLAT

Sec. 22 N. 27 Twp. 13 N. R. 3 E.

N

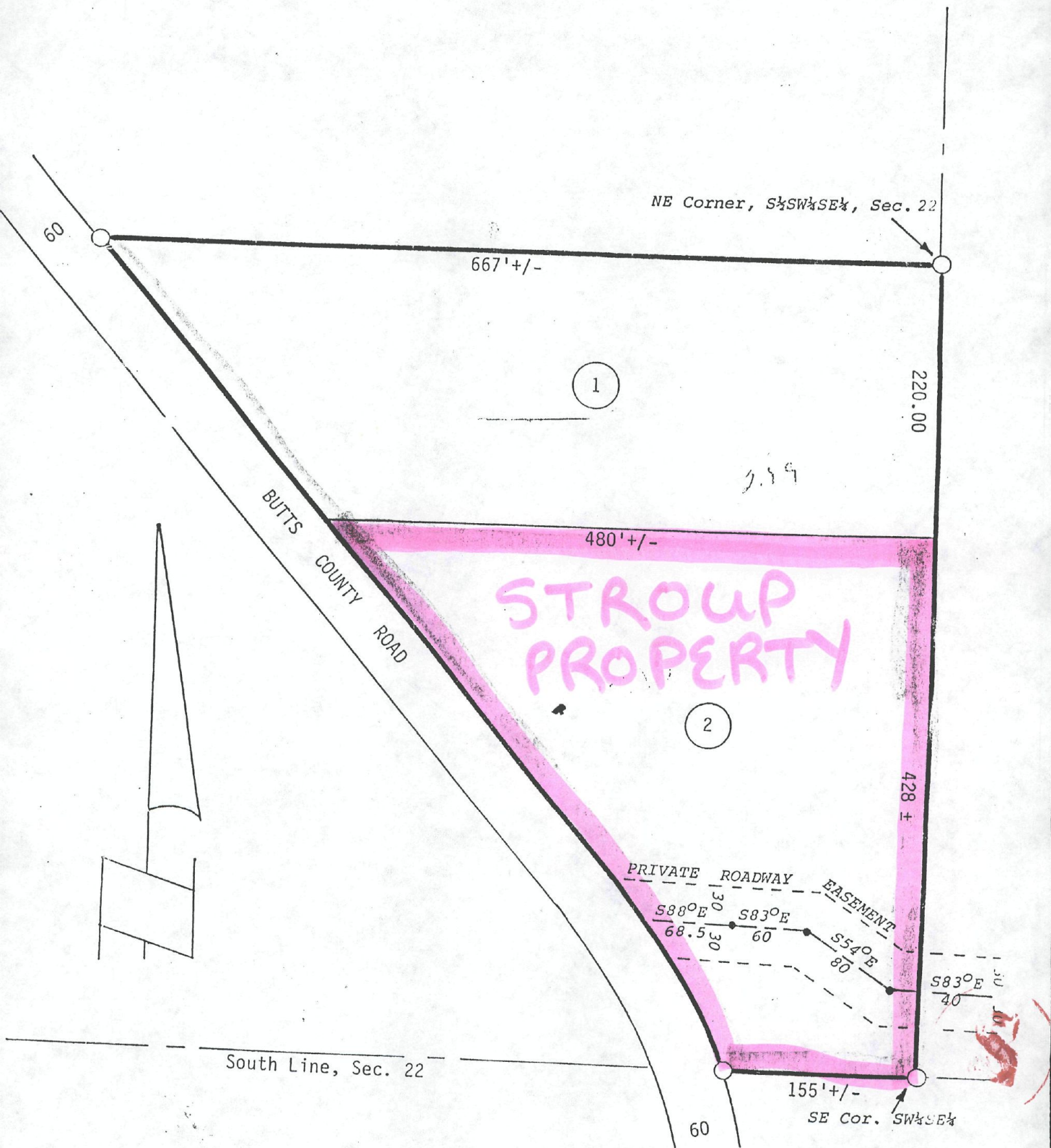


S

Be sure to show distance and bearing of point of diversion from nearest 40-acre corner. Also traveling directions from nearest town on main highway.

Scale: 1 inch = 800 feet.





REPORT OF EXAMINATION

Date of application 1-21-54 Date of examination 6-2-54 Application No. 12734
Name Ed Von Oy Address Morton, Wash.
Quantity applied for 0.06 c.f.s. Use Irrigation & domestic supply
Source of appropriation Unnamed spring ~~Tributary~~
Legal sub. SE1 SE1 Sec. 22 Twp. 13 N. Rge. 3 E. County Lewis
Measured or estimated quantity 0.40 Probable low flow 0.30
Quantity previously appropriated: W.T. 0 CWT 0 E.T. 0
Other use made of water None
Diversion works contemplated or observed Wing dam - gravity diversion from 1 1/2" pipe
Other equipment Sprinkler system
Irrigable acreage: Planned 5 Present 0 Feasible 5
Other water rights appurtenant to this land None
Progress of project Not started
Protests _____
Quantity recommended (total) 0.06 c.f.s. Irrig. 0.05 c.f.s. Dom. 0.01 c.f.s.
Power _____ Municipal _____ Other uses _____
Department of Fisheries and Game report Approved
Special remarks and provisions:

Signed this 14th day of June, 1954.

Stuart E. Shumway
STUART E. SHUMWAY, Engineer
Division of Water Resources

RECORDED FILED VOL PAGE
TRANSMERICA TITLE CO.

874481

'80 MAR 7 PM 3:46

SPRING USE AGREEMENT

ROBERT I. VEREMON, AUDITOR
LEWIS COUNTY

It is mutually agreed and understood among the owners of property within the following described parcel of land:

That portion of the S $\frac{1}{4}$ of the S $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, Township 13 North, Range 3 East, W.M. lying easterly of the Butts Road, Lewis County, Washington.

22-13-3E

That all parties shall have the right to use and develop for use for domestic water supply the spring which is located in the eastern portion of the E $\frac{1}{4}$ of the W $\frac{1}{4}$ of the S $\frac{1}{4}$ of the S $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, Township 13 North, Range 3 E, W.M. It is also understood that there is a right for one line to service the house located in the S $\frac{1}{4}$ of the S $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, Township 13 North, Range 3 East, W.M. lying westerly of the Butts County Road.

It is further understood that parties shall have the right to enter and maintain the equipment and lines used for said domestic water supply provided that they shall return any property disturbed for this purpose to its previous condition. The owner of the property on which said Spring is located shall be considered free from any liability for any injury which may be incurred by any party in connection with the care, maintenance, or development of said Spring.

John P. Wiatrak

Victor L. Mudica

Shirley J. Wiatrak

Mary V. Mudica

Mary E. Anderson

STATE OF WASHINGTON

COUNTY OF

On this day personally appeared before me, John P. Wiatrak, Shirley J. Wiatrak, Victor L. Mudica, Mary V. Mudica, Mary E. Anderson to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of March, 1980

After Recording Send to
John Wiatrak
301 Butts Road
MAR 7 1980

Notary Public in and for the State of Washington, residing at 2033 PALM 319

our property and the owners it passed thru to get to us as per title co.

Trunk
finchly
Hert
Spring



926102
REAL ESTATE CONTRACT

FORM A-1964 (3-84)

AUG 13 1984

THIS CONTRACT, made and entered into this 13th day of August, 1984
between VICTOR L. MUDICA and MARY V. MUDICA, husband and wife.

hereinafter called the "seller," and RICHARD M. FIFER and KATHLEEN FIFER, husband and wife.

hereinafter called the "purchaser."

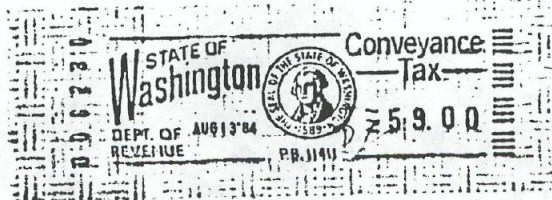
WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Lewis County, State of Washington:

The east half of the southwest quarter of the southeast quarter of the southeast quarter of Section 22, Township 13 North, Range 3 East, W.M., Lewis County, Washington.

TOGETHER WITH an easement for ingress, egress and utilities over an existing roadway on the southerly portion of property herein described.

22-13-3E

The terms and conditions of this contract are as follows: The purchase price is FIFTY FIVE THOUSAND DOLLARS AND 00/100-----(\$ 55,000.00) Dollars, of which ELEVEN THOUSAND DOLLARS AND 00/100-----(\$ 11,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Six hundred eighteen dollars and 62/100-----(\$ 618.62) Dollars, or more at purchaser's option, on or before the 15th day of September, 19 84, and Six hundred eighteen dollars and 62/100-----(\$ 618.62) Dollars, or more at purchaser's option, on or before the 15th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 11.5 per cent per annum from the 13th day of August, 19 84, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at _____ or at such other place as the seller may direct in writing.



As referred to in this contract, "date of closing" shall be date first recited above

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by TICOR TITLE INSURANCE COMPANY OF CALIFORNIA, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

926102

297/39

1001 901-PAF-939

AUG 13 1984

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a title warranty deed to said real estate, except by part thereof hereafter attached after date of closing through any person or the seller, and subject to the following:

1. Easement reserved by John P. Wiatrak, etux., in deed recorded 7/7/82 under Auditor's File No. 902373, over existing roadway on the southerly portion of said property.
2. Spring Use Agreement between John P. Wiatrak, etux., and Victor L. Mudica, etux., and Mary E. Anderson, recorded 3/7/80, AF# 874481.
3. Road Maintenance Agreement recorded August 11, 1980, AF# 878921.
4. Question of location and width of existing roadway contained in description of said property.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such a suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Victor L. Mudica (SEAL)
Mary V. Mudica (SEAL)
Richard M. Fifer (SEAL)
Kathleen Fifer (SEAL)

OREGON
STATE OF WASHINGTON

COUNTY OF Multnomah } ss

On this day personally appeared before me

Victor L. and Mary V. Mudica
to me known to be the individual described in and who
executed the within and foregoing instrument, and
acknowledged that they signed the same as
free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this
10th day of August, 19 84.

Richard M. Fifer
Notary Public in and for the State of Washington,

residing at 3805 SE Columbia Dr
Beaverton, Or. 97030



TICOR TITLE INSURANCE

Filed for Record at Request of

AFTER RECORDING MAIL TO:
Mr. and Mrs. Richard M. Fifer
203 Harpoon Cove
Stafford, Va 22554

STATE OF WASHINGTON

COUNTY OF } ss

On this day of, 19,
before me, the undersigned, Notary Public in and for the State of Washington, duly
commissioned and sworn, personally appeared

and
to me known to be the President and Secretary,
respectively, of
the corporation that executed the foregoing instrument, and acknowledged the said
instrument to be the free and voluntary act and deed of said corporation, for the uses
and purposes therein mentioned, and on oath stated that
authorized to execute the said instrument and that the seal affixed is the corporate seal
of said corporation.

Witness my hand and official seal hereto affixed the day and year first above
written.

Notary Public in and for the State of Washington,

residing at

THIS SPACE RESERVED FOR RECORDER'S USE:

TITLE GUARANTY CO.
'84 AUG 13 PM 3:03

292/40
VOL. 291 PAGE 940

RECORDED AT REQUEST OF:

This Space Reserved For Recorder's Use:

Little Guaranty
will call
93 MAR 26 PM 4:01

GARY E. ZANDELL, AUDITOR
LEWIS COUNTY, WA.

BY *(Signature)*

Filed for Record at Request of

Title Guaranty Co. of Lewis County

AFTER RECORDING MAIL TO:

Name TIMOTHY STROUP

Address 155 CHAPMAN RD.

City, State, Zip MORTON, WA 98356

Escrow number: B03765

9303903

Statutory Warranty Deed

THE GRANTOR WILLIAM J. HART, AS HIS SEPARATE ESTATE

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

in hand paid, conveys and warrants to **TIMOTHY STROUP AND BARBARA STROUP**, HUSBAND AND WIFE

the following described real estate, situated in the County of LEWIS, State of Washington:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 3 E, W.M., LEWIS COUNTY, WASHINGTON, LYING EASTERLY OF THE EAST LINE OF THE BUTTS COUNTY ROAD. EXCEPT THE NORTH 220 FEET OF EVEN WIDTH THEREOF.

SUBJECT TO:

1. An easement affecting the portion of said premises and for the purposes stated herein and incidental purposes, for ingress, egress and utilities in favor of Mary E. Anderson recorded 11-5-79 and 11-30-79 under Auditor's File No.s 870537 & 871484
2. Terms and conditions of Spring Use Agreement executed by John P. Wiatrak, et ux, Victor L. Mudica, et ux and Mary Anderson, recorded March 7, 1980, under Auditor's File No. 874481, affecting the south half of the south half of the southeast quarter east of county road.
3. Terms and conditions as to access to Spring area and to road maintenance as contained in Warranty Deed recorded October 19, 1990 under Auditor's File No. 9010923.

Dated this 20 day of March, 1993

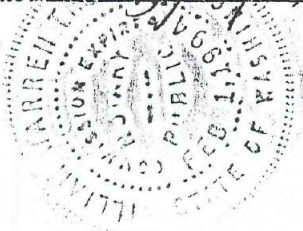
By *(Signature: William J. Hart)* By WILLIAM J. HART

By _____ By _____

STATE OF WASHINGTON }
COUNTY OF LEWIS } ss :

I certify that I know or have satisfactory evidence that WILLIAM J. HART is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 3/20/93



Notary Public in and for the State of WASHINGTON

Residing at PACKWOOD

My appointment expires: 2/1/94 VOL. 543 PAGE 568

PO Box 866
Morton, WA 98356

Sept. 26, 1994

RECEIVED

'94 SEP 28 A9:52

Jill Van Hulle

Water Resources

Dept. of Ecology

SW Regional Office

PO Box 47775

Olympia, WA 98504

DEPARTMENT OF ECOLOGY
S.W. REGIONAL OFFICE

Dear Jill Van Hulle,

As per our phone conversation
some time ago, enclosed is our "app.
for permit to appropriate public waters
of the state of WA."

Also enclosed are copies of
the "certificate of surface water
right" and other legals you had
previously mailed to me, along
with copies of the Spring use

agreement about which we spoke
and the legal documents tying
both Fifer and us ~~to~~ to it.

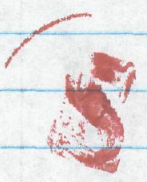
I hope all this information
helps make your job easier
for you.

Sincerely,

Barbara Gabriel Stroup

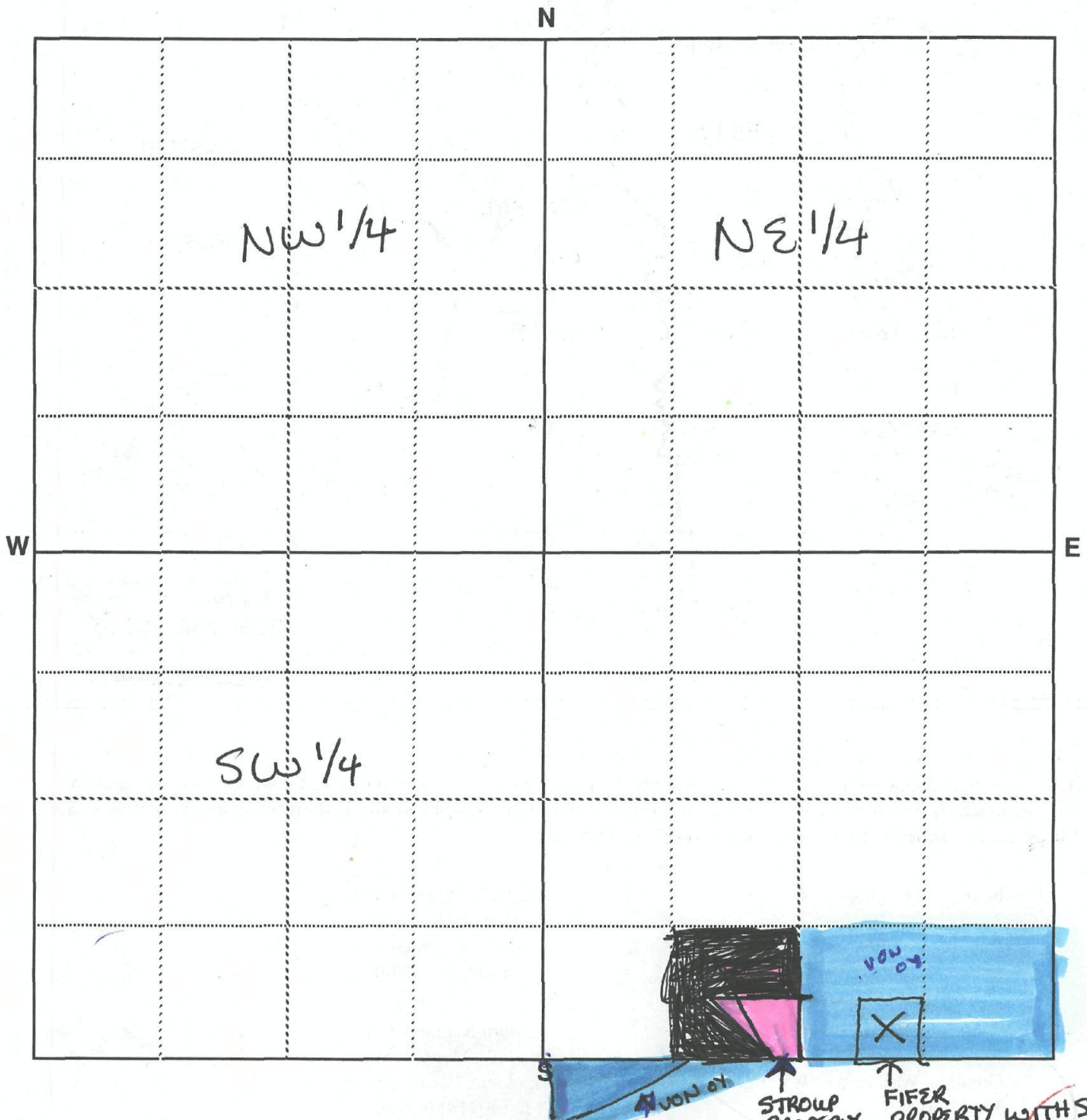
Barbara Gabriel Stroup

P.S. Also enclosed is a \$10.00
money order to cover the fee.



SECTION MAP

Sec. 22 Twp. 13N N. R. 3E



Scale: 1 inch = 800 feet (each small square = 10 acres)

Show by a cross (X) the location of point of diversion (surface water source) or point of withdrawal (ground water source). For ground water applications, show by a circle (O) the locations of other wells or works within a quarter of a mile.

Indicate traveling directions from nearest town in space below.

I5 South from Chehalis to hiway 508 eastbound
to Butts Rd, left on Butts Rd. Go 1 1/2
miles to Wiatrak Rd on left. Property
is on the west side of Wiatrak Rd on
the corner of Wiatrak Rd and Butts Rd.



Your water right application will be processed by the Regional Office of the Department of Ecology having jurisdiction in the area in which your water works are located. **Please submit your completed application form, maps, sketches, and \$10.00 examination fee to the appropriate Regional Office.**

Northwest Regional Office
3190 - 160th Avenue S.E.
Bellevue, WA 98008-5452
Tel. (206) 649-7000

Central Regional Office
3601 West Washington
Yakima, Washington 98903-1164
Tel. (509) 575-2800

Southwest Regional Office
7272 Cleanwater Lane
Olympia, Washington 98504-6811
Tel. (206) 586-6380

Eastern Regional Office
N. 4601 Monroe, Suite 100
Spokane, Washington 99205-1295
Tel. (509) 456-2926

The appropriate Regional Office will be happy to answer any further questions you may have.

DATE: 10/03/94

CASHIERING RECEIPT
PAGE: 1 OF 1

RECEIVED FROM: TIMOTHY STROUP

AMOUNT: \$10.00
DATE: 10/04/94
RECEIPT NO: 95-118370
CHECK/MO NO:

PHONE: (206) 407-7095
P.O. BOX 5128
LACEY, WA 98503-0210

PURPOSE: WATER APP

PERMIT NO:
MANIFEST NO:
CASHIER:

GRAN461

(For low-level surcharge only.)

NAMES:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.

FOR ACCOUNTING PURPOSES:
CJ NO: 461C1291

RECEIPT CODING:

INV/CAT CD	ID/APPL NO	TYPE	AMOUNT	TRANS/FUND DISTRIBUTION
		GCA	\$10.00	001- -001- - - - - - - - - - -02-85-000010